

ADDENDUM NO. 1
TO THE
DRAWINGS AND SPECIFICATIONS
FOR THE

RIGHT OF WAY CLEARING AT TAPP ROAD & ROCKPORT ROAD

ISSUED FROM: CITY HALL AT THE SHOWERS BUILDING
Post Office Box 100
401 North Morton Street
Bloomington, Indiana 47404

ISSUE DATE: September 22, 2017

Bid DATE: October 3, 2017

This Addendum No.1 to the drawings and specifications shall supplement, amend and become a part of the bidding documents, plans, and specifications. All quotes and construction contracts shall be based on these modifications to the original contract documents.

ITEM NO. 1: ALL RIGHT OF WAY CLEARING SHALL BE COMPLETED BY NOVEMBER 30TH, 2017. AN UPDATED QUOTE FORM IS ATTACHED THAT HAS THE NEW COMPLETION DATE. PLEASE SUBMIT THE UPDATED QUOTE FORM.

	CERTIFIED BY: <u>Matt Smoother</u> for ANDREW CIBOR CITY ENGINEER CITY OF BLOOMINGTON, IN
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Acknowledge receipt of the addendum by submitting a signed copy with your bid proposal.

RECEIVED BY: **CONTRACTOR (FIRM AND ADDRESS)**

SIGNATURE: _____

DATE: _____

PRINTED NAME: _____

TITLE: _____

QUOTE FORM

This QUOTE Summary Sheet shall be completed and submitted with all other QUOTE Documents.

The Lump Sum cost to complete the Right of Way Clearing at Tapp Road & Rockport Road,
including all associated work per plans and specifications is;

_____, \$ _____

All work shall be completed by November 30th, 2017.

Requested Form of Payment: ____ A Single Lump Sum Payment following completion of the project. Invoice shall be submitted within thirty (30) days following acceptance of the project.
____ Progressive Payments for work completed and invoiced throughout the project.

Any and all Subcontractors performing work valued over \$10,000 shall be listed below: Any subcontractor not listed below at the time of quote, must be approved by the City of Bloomington prior to performing any work on this contract. Subcontractors not listed or approved will not be paid for work under this contract. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, any subcontractor performing work on this contract is a Tier 2 contractor.

SUBCONTRACTORS	ADDRESS	TYPE OF WORK

In submitting this Quote, Quoter represents that:

A. Quoter has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

B. Quoter has examined and carefully studied the Quoting Documents, the other related data identified in the Quoting Documents and the following Addenda, receipt of which is hereby acknowledged.

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

Final invoice shall be submitted within thirty (30) days following final acceptance of the project.

SIGNATURE OF QUOTER

Name of Quoter: _____

Date: _____

By: _____

Name & Title Printed: _____

Quoter Address: _____

Telephone: _____

INSTRUCTIONS TO QUOTERS

1.00 CONTRACT DOCUMENTS: Contract Documents that will form the Contract are:

1. The Agreement and its Attachments
2. The Invitation to Quoters
3. The Instructions to Quoters
4. The Performance and Payment Bonds
5. The Specifications
6. The General Conditions
7. The Supplementary Conditions
8. The Special Conditions
9. The Escrow Agreement
10. Request for taxpayer identification number and certification: Substitute W-9.
11. All Addenda to the Quote Documents
12. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
13. CONTRACTOR'S submittals
14. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
15. All plans as provided for the work that is to be completed.

1.01 DEFINED TERMS:

1.01(A) Quoter: The individual or entity who submits a Quote directly to the Owner.

1.01(B) Successful Quoter: The lowest responsible and responsive Quoter to whom Owner makes an award.

1.02 INSPECTION OF THE SITE: Quoters shall examine each of the Contract Documents, visit the site of the work and thoroughly and fully inform themselves of the construction hazards procedures, labor, conditions and factors, which could affect the prosecution and completion of the work. Such considerations shall include; the conditions of existing structures and facilities which may be affected by the proposed work, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the availability and cost of labor and methods for transporting, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the Quoter's Quote. There will be no subsequent financial adjustment to any contract for lack of such prior information or its effects on the cost of the work.

1.03 OMISSIONS AND DISCREPANCIES: Should Quoters find discrepancies in, or omissions from, the Contract Documents, or should they be in doubt as to their meaning, written notification should be made to the City Engineer. Interpretation of the proposed contract documents will be made only by written addendum. The Owner will not be responsible for any other explanations or interpretations of the proposed contract documents.

2.00 QUOTES: Pursuant to the "Invitation to Quoters" sealed Quotes for performing the work shall be received by the Planning and Transportation Department at City Hall, 401 North Morton Street, Suite #130, Bloomington, Indiana, at or before 4:30 PM local time on October 3rd, 2017. Quotes will be publicly opened and read aloud by the Board of Public Works at 5:30 PM local time on October 3rd, 2017, at its meeting in the City Council Chambers, Showers Building, 401 North Morton Street, Bloomington, Indiana. Any Quotes

received after the designated time will be returned unopened. Quotes will be reviewed and the award may be made at the October 17th, 2017 meeting or a subsequent meeting of the Board of Public Works. If requested by project manager, the City's Substitute IRS W-9 form shall be executed by Quoter and received by the City prior to the issuance of a Notice to Proceed to Quoter.

- 2.01 QUOTE FORM:** Each Quote shall be legibly written or printed in ink on the Quote Form with Unit Prices provided if applicable. All addenda to the Contract Documents on which a Quote is based, properly signed by the Quoter, shall accompany the Quote when submitted. No alteration in any Quote, or in the Quote Form on which it is submitted, shall be made by any person after the Quote has been submitted by the Quoter. Please indicate on the Quote Form whether you would want to receive a Single Lump Sum payment following acceptance of this project or if you would want to receive Progressive Payments during the course of this project.
- 2.02 QUOTE SIGNATURES:** Each Quoter shall sign their Quote using their usual signature and giving their full business address. Quotes by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Quotes by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the signature. A Quote by a person who affixes to their signature the word "president" or "secretary", "agent", or other designation without disclosing their principal may be held to be the Quote of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the person signing shall be furnished. No Quoter may submit more than one Quote. Two Quotes under different names will not be accepted from one firm or association.
- 2.03 QUOTE SUBMISSION:** Each Quote submitted shall be enclosed in a sealed envelope or wrapping, addressed to the Board of Public Works, c/o Planning and Transportation Department, Post Office Box 100, Bloomington, Indiana 47402, identified on the outside with the words "SEALED QUOTE", and the name of the project, and shall be filed with the City Engineer at their office in City Hall at 401 North Morton, Suite #130, Bloomington, Indiana.
- 2.04 INDIANA LEGAL REQUIREMENTS:** Each Quoter shall submit under oath with their Quote a statement of their experience, proposed plan for performing the Work, equipment available to perform the work, and a financial statement. The statements shall be submitted on Questionnaire Form No. 96 of the Indiana State Board of Accounts. This form is included in this packet, and only the Parts and Sections noted below are required to be completed and notarized. Quotes submitted without proper signatures and notarization will be considered invalid and shall be deemed non-compliant. (a) Part I – Is **required** and must be completed; (b) Part II – Sections I – III are not required since this project is less than \$150,000; (c) Part II – Section IV – Contractor's Non-Collusion Affidavit and Section V – Oath and Affirmation – are **required** by state law and must be completed and notarized. The form must be signed by an authorized person of the company.
- 2.05 WITHDRAWAL OF QUOTE:** No Contractor may withdraw their Quote for a period of sixty (60) days after the date and hour set for the opening, and the Quoters submitting the three lowest Quotes may not withdraw their Quotes for a period of one-hundred eighty (180) days after the opening date. A Quoter may withdraw their Quote at any time prior to the expiration of the Quote period during which Quotes may be submitted by a written request signed in the same manner and by the same person who signed the Quote.
- 2.06 ACCEPTANCE AND REJECTION OF QUOTES:** The Owner reserves the right to accept the Quote submitted by the lowest responsible and responsive Quoter; to reject any or all Quotes; and to waive irregularities or informalities in any Quote. Quotes received after the specified time of

closing will be returned unopened. The acceptance of a Quote shall bind the successful Quoter to execute the Contract and to be responsible for liquidated damages as provided in Section 4.00 below and in section 13.00 of the General Conditions.

3.00 QUALIFICATION OF QUOTERS: Quoters shall submit satisfactory evidence that they have a practical knowledge of the particular work Quote upon, and that they have the necessary financial resources to complete the proposed work. Each Quoter shall execute completely and accurately 'Questionnaire Form No. 96' of the Indiana State Board of Accounts and the 'Request for taxpayer identification number and certification' form of the City of Bloomington and shall file the same with their Quote. The information contained therein shall be used by the Owner to determine the ability, experience, and capital resources of the Quoter. In determining the Quoter's qualifications, the following factors will be considered: whether the Quoter (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has the necessary financial resources to meet all obligations incident to the work; (d) has appropriate technical experience; and (e) can be added as an approved vendor to the City of Bloomington. Each Quoter may be required to show that previous work performed has been handled in such a manner that there are no just and proper claims pending against such work. No Quote will be accepted which is submitted by a Quoter who is engaged in any work which would impair their ability to finance the work covered by such Quote or to provide suitable equipment for its proper prosecution and completion.

4.00 EXECUTION OF CONTRACT: Any Quoter whose Quote shall be accepted will be required to appear at the office of the City Engineer in person, or, if a firm or corporation, a duly authorized representative shall so appear, to execute the Contract within 15 days after notice that the Contract has been awarded to them. Failure or neglect to do so shall constitute a breach of the agreement effected by the acceptance of the Quote. The amount of the Quote Guarantee accompanying the Quote of such Quoter shall be retained by the City as liquidated damages for such breach. In the event that any Quoter whose Quote shall be accepted shall fail or refuse to execute the Contract as hereinbefore provided, the Board of Public Works may at their option, determine that such Quoter has abandoned the Contract and thereupon their Quote and the acceptance thereof shall be null and void and the Owner shall be entitled to liquidated damages as provided herein.

4.01 INSURANCE: The Contractor will be required to carry insurance throughout the lifetime of the Contract, as provided in the General Conditions, the amount of insurance of the various types being not less than the amounts specified therein.

4.02 PAYMENTS: Payment for all work performed under the proposed contract will be made in cash, or its equivalent, by the Owner within thirty (30) days after completion and final acceptance of the work covered by the contract. Partial estimates will be issued and paid as provided in the General Conditions.

4.03 TIME FOR BEGINNING AND COMPLETING THE WORK: The Contractor shall start active and continuous work on the contract within 15 calendar days after the date of the notice to proceed. **All work shall be completed by November 30th, 2017.** Calendar and work days shall be as defined in the General Conditions of these documents.

4.04 TAXES AND PERMITS: Attention is directed to the requirements of the General Conditions regarding payments of taxes and obtaining permits. The Contractor shall be responsible for obtaining all necessary permits.

4.05 WORKER'S COMPENSATION: Before any work is started, the Contractor shall obtain from the Indiana State Industrial Board and file with the Owner, a certificate as evidence of

compliance with the provisions of the Indiana Worker's Compensation Act and the Indiana Worker's Occupational Diseases Act.

4.06 PERFORMANCE BOND: For all contracts in the amount of \$100,000.00 more, the Quoter whom a contract is awarded will be required to furnish a Performance Bond to the Owner in an amount equal to one-hundred (100) percent of the contract price. The bond shall be executed on the form included in the Contract Documents by a surety company authorized to do business in the State of Indiana and acceptable as surety to the Owner. Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond. The surety on the Performance Bond cannot be released for one year, and the bond must require that the surety will not be discharged for:

1. modifications, omissions, or additions;
2. defects in the contract; or
3. defects in the Quoting or awarding process.

4.07 PAYMENT BOND: For all contracts of \$100,000.00 more a Payment Bond is required to insure payment of subcontractors, laborers, material suppliers, and persons furnishing services. The bond is executed by the Contractor to the state, approved by and for the benefit of the Owner, in an amount equal to the contract price. It is deposited with the board, and its surety cannot be released until one year after the board's final settlement with the Contractor. The bond must provide the same assurances as does the Performance Bond against conditions discharging the surety.

4.08 LOCAL MATERIALS: Preference will be given to materials, products, supplies, and all other articles produced, manufactured, made, or grown in the State of Indiana.

4.09 NON-DISCRIMINATION IN EMPLOYMENT: Each Quoter for Quotes over \$10,000.00 shall submit and have approved by the City of Bloomington Contract Compliance Officer, Barbara McKinney, their written Affirmative Action Plan at least twenty-four (24) hours prior to the deadline for submission of Quotes. Quotes received that do not have an approved Affirmative Action Plan may be returned unopened. Each Quoter must insure that all employees and applicants for employment are not discriminated against because of race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. All the protected classes must be included in your Affirmative Action Plan for it to be acceptable. In addition to other requirements, your plan MUST include a workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementation of the Plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your method of communicating the operations of your affirmative action plan to employees and prospective applicants. Barbara McKinney, Contract Compliance Officer, may be contacted at (812) 349-3429, 8:00 a.m. to 5:00 p.m. Monday through Friday. The successful Quoter must comply with each section of its affirmative action plan and be prepared to comply in all respects with the contract provisions regarding non-discrimination which are included in the Employment Requirement and Wage Rate section. For contracts paid in whole or in part with federal funds, the Quoter must submit a signed statement as to whether he or she has previously performed work subject to Executive Order 11246. For contracts paid in whole or in part with federal funds, the successful Quoter must, if requested, submit a list of all subcontractors who will perform work on the project, and written and signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work, together with supporting information to the effect that said labor pools' practices

and policies are in conformity with Executive Order 11246, and that said labor pools will affirmatively cooperate in, or offer no hindrance to, recruitment, employment, and equal treatment of employees seeking employment, and performing work under the Contract, or a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same, prior to the award of the Contract.

4.10 Permits: Contractor is responsible for obtaining all permits